



MEMORANDUM

GOE

AGENDA ITEM NO. 4 (B)

107.07-17A MIAMI-DADE/GSA-MAT. MGT.

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: **June 10, 2003**

FROM: Steve Shaw
County Manager

SUBJECT: Execution of Agreement Between
Miami-Dade County and the City of
North Miami Beach for the
Rendition of Sewer Service in NW
183 Street

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution authorizing the execution of the agreement between Miami-Dade County (County) and the City of North Miami Beach (City) providing for the rendition of sewer service in N. W. 183rd Street between N.W. 7th and 27th Avenues.

BACKGROUND

In order to encourage economic development in the area of N.W. 183rd Street between N.W. 7th and 27th Avenues, the County desires to design and install sanitary sewer facilities at the County's expense. The City of North Miami Beach provides water service to residential and commercial properties along N.W. 183rd Street between N.W. 7th and 27th Avenues in unincorporated Miami-Dade County. Some of the said properties are provided with sanitary sewer service by the City, while some other properties are served by septic tanks. Some of the proposed sanitary sewer facilities will be served by the City and others will be served by the County as determined by the County's Ordinance 89-15. The facilities constructed within the City's sewer service area will be donated to the City for ownership, operation and maintenance. The City will provide sewer billing services for the properties to be served by the County. The contract has been approved by the City.

Therefore, it is respectfully requested that the Board approve the attached resolution authorizing an agreement with the City of North Miami Beach providing for the rendition of sewer service in N.W. 183rd Street between N.W. 7th and 27th Avenues.



MEMORANDUM

(Revised)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: July 8, 2003

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No.

RESOLUTION NO. _____

RESOLUTION APPROVING EXECUTION OF AGREEMENT
WITH CITY OF NORTH MIAMI BEACH PROVIDING FOR
THE RENDITION OF SEWER SERVICE IN N.W. 183RD
STREET BETWEEN N.W. 7TH AND 27TH AVENUES

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the execution of the agreement with the City of North Miami Beach providing for the rendition of sewer service in N.W. 183rd Street between N.W. 7th and N.W. 27th Avenues in substantially the form attached hereto and made a part hereof; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner
 , who moved its adoption. The motion was
seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of July, 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency.

By: _____
Deputy Clerk

AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
CITY OF NORTH MIAMI BEACH, FLORIDA
PROVIDING FOR THE RENDITION OF SEWER SERVICE
IN NW 183 STREET BETWEEN NW 7 AND NW 27 AVENUES

THIS AGREEMENT, made and entered into this _____ day of _____, 2003 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and the City of North Miami Beach, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "CITY";

WITNESSETH:

WHEREAS, the CITY provides water service to residential and commercial properties along N.W. 183 Street between N.W. 7 and N.W. 27 Avenues in unincorporated Miami-Dade County, and

WHEREAS, some of said properties are provided with sanitary sewer service by the CITY, while other properties are served by septic tanks, and

WHEREAS, in order to encourage economic development, the COUNTY desires to install sanitary sewer facilities in N.W. 183 Street, and

WHEREAS, a portion of said facilities will be donated free and clear to the CITY for its ownership, operation and maintenance, and

WHEREAS, the CITY shall provide billing services of sanitary sewer service charges for the COUNTY for another portion of said facilities,

WHEREAS, the CITY shall collect and remit to the COUNTY certain fees from applicable properties to reimburse the COUNTY for design and construction as described hereinafter; and

WHEREAS, the facilities are to be constructed by the Florida Department of Transportation (FDOT) in coordination with roadway improvements using their purchasing policies;

NOW THEREFORE, the COUNTY and the CITY agree to the following:

1. The COUNTY shall cause to be designed and constructed sanitary sewer facilities in N.W. 183 Street between N.W. 7 and N.W. 27 Avenues. Those

facilities serving properties located between N.W. 7 and N.W. 12 Avenues will be owned, operated and maintained by the COUNTY's Miami-Dade Water and Sewer Department (the "Department") utility system and are hereinafter referred to as COUNTY-owned facilities. COUNTY-owned facilities will terminate at the point of connection between the CITY's and the COUNTY's systems at N.W. 183 Street and approximately N.W. 12 Avenue. All other facilities shall be donated to the CITY as further described herein and are hereinafter referred to as CITY-owned facilities. The proposed facilities are shown on Exhibit "A" attached hereto and made a part hereof.

2. The COUNTY shall pay for the design and construction of both COUNTY-owned and CITY-owned facilities. The CITY may, at its election only and with the approval of FDOT, construct a portion of the CITY-owned facilities, in which case the COUNTY will reimburse the CITY for its expenses for labor and material in accordance with a mutually agreed upon price. The COUNTY and the CITY shall determine, prior to the FDOT beginning any road construction improvements in the area, if the CITY will perform a portion of any such construction. No debt or liability for repayment to the COUNTY from this project is assumed by the CITY.

The CITY and the COUNTY agree that the addresses as shown on Exhibit "B" attached hereto and made a part hereof, and which are not identified as "vacant" are exempt from the payment of the CITY's and the COUNTY's connection charges. This exemption does not include payment of the COUNTY's construction connection charges as described herein below, nor the payment of the CITY's and the COUNTY's connection charge, for these properties identified as "vacant" on Exhibit "B".

It is understood by the parties that the COUNTY's construction connection charges within the CITY's wastewater service area are only applicable to those properties of this project connecting to and receiving service from the CITY's system.

3. COUNTY-owned facilities shall be built in accordance with the COUNTY's standards. CITY-owned facilities shall be built in accordance with the CITY's standards and subject to the approval of the CITY, which shall be provided in a manner that will not delay or disrupt the FDOT schedule.

4. Upon completion of construction of the CITY-owned facilities and acceptance by the CITY, the COUNTY by Bill of Sale shall donate said facilities to the CITY free of liens or any other encumbrances with all associated permits and easements. The COUNTY warrants that said facilities shall be free from defects in materials and workmanship for a period of one (1) year from acceptance by the CITY. If it becomes necessary to repair and/or replace any of said facilities as a result of the defects or damage caused by the COUNTY or FDOT, the CITY shall notify the COUNTY who shall cause to be corrected such defects that are discovered and reported within the one (1) year period. The COUNTY shall not be liable for any defects, including but not limited to latent defects, discovered more than one year after completion of the work and

acceptance by the CITY. The COUNTY shall not be responsible for damage done to the facilities subsequent to acceptance of the facilities by the CITY. The impending FDOT roadway improvements shall be substantially complete for this section of roadway prior to acceptance by the CITY.

5. Upon completion of the CITY-owned facilities, acceptance by the CITY and conveyance to the CITY by the COUNTY, property owners shall be allowed to connect to said facilities in accordance with the CITY's rules and regulations, including the payment of sewer connection and construction connection charges, if applicable, to the CITY on behalf of the COUNTY as described below in Paragraph 6. Payments to the COUNTY from the CITY shall be made on a quarterly basis, or such other basis as the Department and the CITY may mutually agree upon in writing. All CITY customers shall be governed by the CITY's Ordinances, resolutions, policies and procedures. The CITY has no obligation to pay the COUNTY for any other costs other than remitting collected COUNTY fees and charges and billing COUNTY customers and remitting the appropriate COUNTY revenues as provided by March 19, 2001 agreement between the CITY and the COUNTY.

6. In addition to the payment of the COUNTY's and CITY's sewer capacity connection charges, non-served properties that are either vacant as of the date of this Agreement and as shown on Exhibit "B" as vacant or whose usage changes after the date of this Agreement, shall pay to the CITY the COUNTY's construction connection charges. The first such charge shall be based on the footage of property adjacent to the proposed sewer facilities to be installed by the COUNTY multiplied by a rate to be determined based on the actual construction cost of the gravity sewer facilities. The second construction connection charge shall be based on the gallonage usage of the property multiplied by a rate to be determined based on the actual construction cost of the pump station and force main facilities. All payments must be made to the CITY before the initiation of service by the CITY.

7. The COUNTY-owned facilities shall be connected to the existing CITY sanitary sewer system. Upon completion of the COUNTY-owned facilities and the CITY's acceptance of said facilities to connect to its system, property owners shall be allowed to connect to said facilities in accordance with the COUNTY's rules and regulations, including the payment of construction connection charges to the COUNTY for properties that are vacant as of the date of this Agreement and as shown on Exhibit "B" as vacant or whose usage changes after the date of this Agreement. The CITY shall perform sewer billing for those properties and upon receipt of written notice of the connection from the COUNTY, remit the payment to the COUNTY in accordance with Paragraph 1k of the March 19, 2001 agreement between the CITY and the COUNTY. The sewage flows from these customers, as measured by the CITY's water meters, shall be deducted from the volume sewer bill from the COUNTY to the CITY.

8. The COUNTY and the CITY shall refuse to provide wastewater service to any customer of these improvements that does not comply with all federal, state and local wastewater standards, rules, regulations, and laws, including, but not

limited to, industrial or commercial pretreatment standards and acceptable waste strength requirements. No hazardous waste shall be discharged into the sewer system.

9. The COUNTY does hereby agree to indemnify and hold harmless the CITY to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the COUNTY shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$200,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the COUNTY. However, nothing herein shall be deemed to indemnify the CITY from any liability or claim arising out of the negligent performance or failure of performance of the CITY or any unrelated third party.

10. The CITY does hereby agree to indemnify and hold harmless the COUNTY to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the CITY shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$200,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the CITY. However, nothing herein shall be deemed to indemnify the COUNTY from any liability or claim arising out of the negligent performance or failure of performance of the COUNTY or any unrelated third party.

11. All notices required pursuant to this Agreement shall be properly given if mailed by United States certified mail addressed to the party to which notice is to be given at the following respective addresses:

Miami-Dade County
C/O The Director of the Miami-Dade Water and Sewer Department
P.O. Box 330316
Miami, Florida 33233-0316

Copy: County Attorney

City of North Miami Beach
C/O Director of Public Services
17050 NE 19 Avenue
North Miami Beach, FL 33162-3194

Copy: City Attorney

12. This agreement shall be inured to and be binding upon the successors of each of the parties hereto.

13. Modifications to this Agreement shall be in writing and executed by both parties.

14. This Agreement does not modify or supersede the terms of the March 19, 2001 agreement between the CITY and COUNTY. Paragraphs 1k and 5 of that agreement are incorporated into this Agreement by reference.

15. Disputes concerning this Agreement shall be resolved pursuant to intergovernmental agreements and the appropriate court of jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names and their corporate seals affixed hereto by their respective officers thereunto duly authorized, all as of the day and year hereinbefore first above written.

ATTEST:

MIAMI-DADE COUNTY

By: _____
Clerk

By: _____ (SEAL)
County Manager

ATTEST:

CITY OF NORTH MIAMI BEACH

By: _____
City Clerk

By: _____ (SEAL)
City Manager

Approved as to form and legal
Sufficiency:

Assistant County Attorney

Approved as to form and legal
Sufficiency:

Attorney for City of North Miami Beach

Exhibit "B"

Address	Folio Number	
901-911 NW 183 Street	30-2102-003-1300	
1055 NW 183 Street	30-2102-003-1580	
1095 NW 183 Street	30-2102-003-0022	
1105 NW 183 Street	30-2102-003-0021	
1555 NW 183 Street	30-2102-000-0070	
1601-1615 NW 183 Street	30-2102-000-0120	
No Address (east of 1830)	30-2110-001-0690	Vacant
1830 NW 183 Street	30-2110-001-0701	
1900 NW 183 Street	30-2110-001-0340	
1956 NW 183 Street	30-2110-001-0660	Vacant
2190 NW 183 Street	30-2110-001-0320	
18200 NW 22 Avenue	30-2110-002-0010	
2200-2210 NW 183 Street	30-2110-037-0010	
No Address (west of 2200)	30-2110-002-0020	Vacant
2255 NW 183 Street	30-2103-001-0720	Vacant

Exhibit "B"

RESOLUTION NO. R2003-22

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF NORTH MIAMI BEACH, PROVIDING FOR THE RENDITION OF SEWER SERVICES IN N.W. 183 STREET BETWEEN N.W. 7TH AND N.W. 27TH AVENUES.

WHEREAS, the City of North Miami Beach provides water services to residential and commercial properties along N.W. 183 Street, between N.W. 7th and N.W. 27th Avenues in unincorporated Miami-Dade County; and

WHEREAS, some of these properties are provided with sanitary sewer service by the City, while others are served by septic tanks; and

WHEREAS, in order to encourage economic development, Miami-Dade County desires to install sanitary sewer facilities along N.W. 183 Street and to turn those facilities over to the City for ownership, operation and maintenance; and

WHEREAS, the County and the City have established an appropriate and equitable allocation of fees to be collected from the properties to be served by the new system as provided in the Agreement attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the Mayor and City Council of the City of North Miami Beach have determined it to be in the best interest of the citizens of North Miami Beach and the Public Utility System to cooperate with Miami-Dade County in this endeavor.

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of North Miami Beach

Section 1. The foregoing recitals are true and correct.

Section 2. The City Manager is hereby authorized and directed to execute on behalf of the City the AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF NORTH MIAMI BEACH, FLORIDA, PROVIDING FOR THE RENDITION OF SEWER SERVICES IN N.W.183 STREET BETWEEN N.W. 7TH AND N.W. 27TH AVENUES, attached hereto and incorporated herein as Exhibit "A".

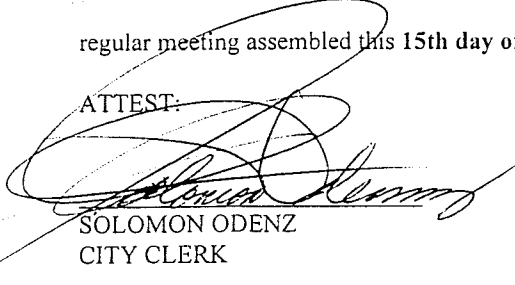
RESOLUTION R2003-22

APR 17 PM 1:14
CITY OF NORTH MIAMI BEACH

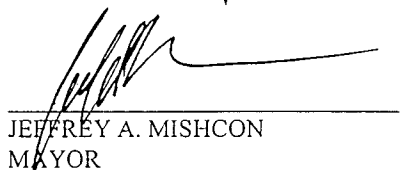
Section 3. A copy of the Resolution shall be sent to Miami-Dade County Water & Sewer Department and the Miami-Dade County Commission.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this **15th day of April, 2003**.

ATTEST:



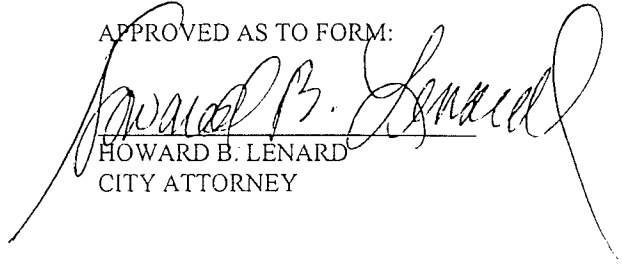
SOLOMON ODENZ
CITY CLERK



JEFFREY A. MISHCON
MAYOR

(CITY SEAL)

APPROVED AS TO FORM:



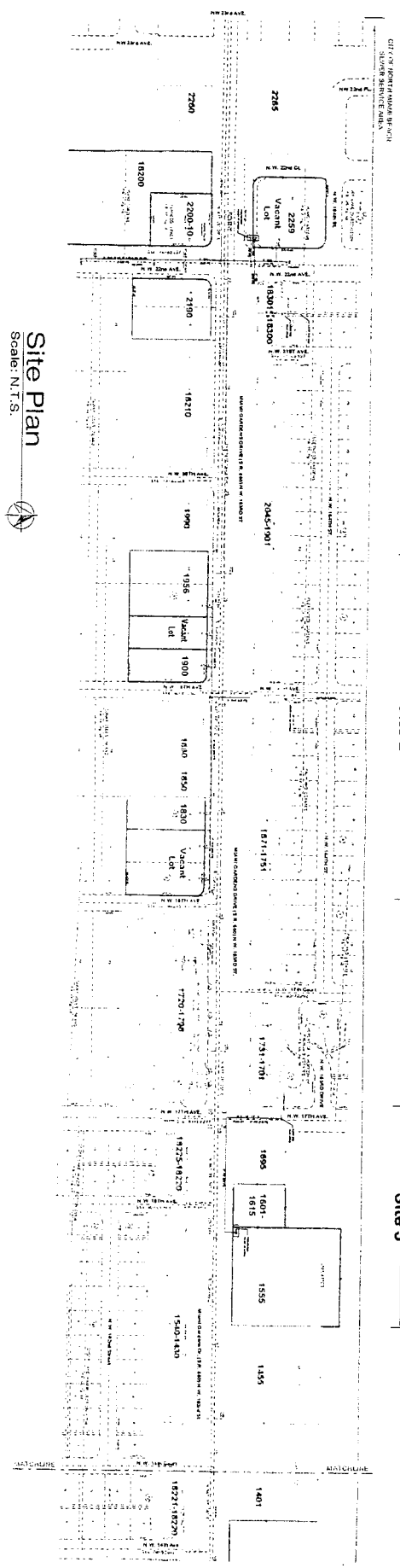
HOWARD B. LENARD
CITY ATTORNEY

SPONSORED BY: Mayor and City Council

Site 1

Site 2

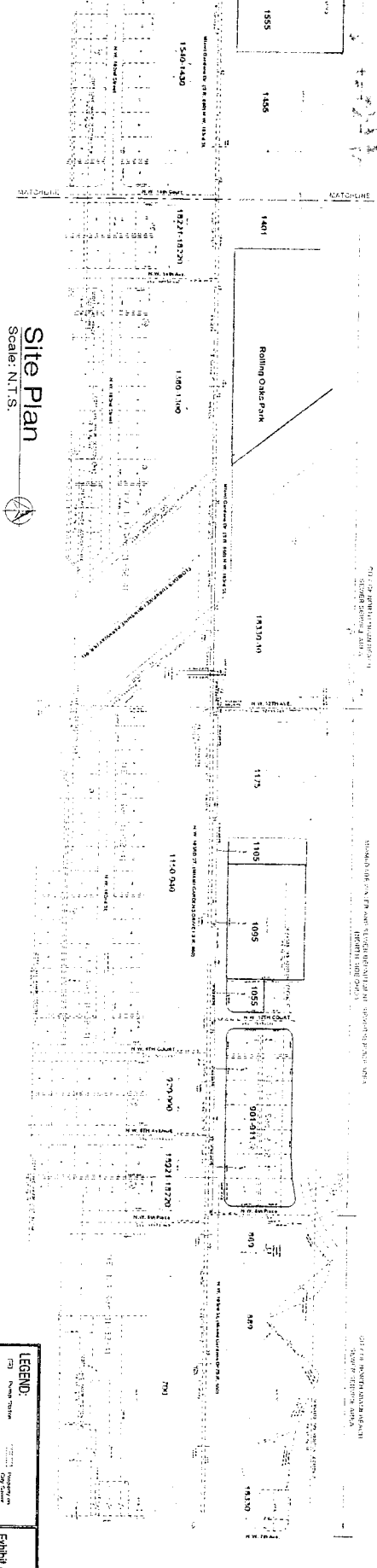
Site 3



Site Plan

Scale: N.T.S.

Site 4



Site Plan

Scale: N.T.S.



Public Services Department
Director
Kelvin L. Baker
17050 Northeast 19th Avenue
North Miami Beach, Florida 33162
(305) 948-2967

Miami Gardens Drive Sewer System Expansion S.R. 860 Between NW 22nd Avenue & NW 7th Avenue

<p>LEGEND:</p> <p>Existing Sewer Line Proposed Sewer Line Proposed Manhole Proposed Storm Drain Proposed Easement Proposed Right-of-Way Proposed Roadway Proposed Utility</p>		<p>Exhibit A Sheet No. A-1</p>
<p>PREPARED BY CMAB ENGINEERING DIV Date: 7/20/02 Engineer of Record: [Signature] Checked By: [Signature]</p>		<p>City of Miami Public Services Department Director: Kelvin L. Baker 17050 Northeast 19th Avenue North Miami Beach, Florida 33162 (305) 948-2967</p>

SITE #1

Scale: N.T.S.



LEGEND:

- Pump Station
- Manhole
- Existing Force Main
- New Force Main
- Existing Gravity Line
- New Gravity Line

Property on City Sewer

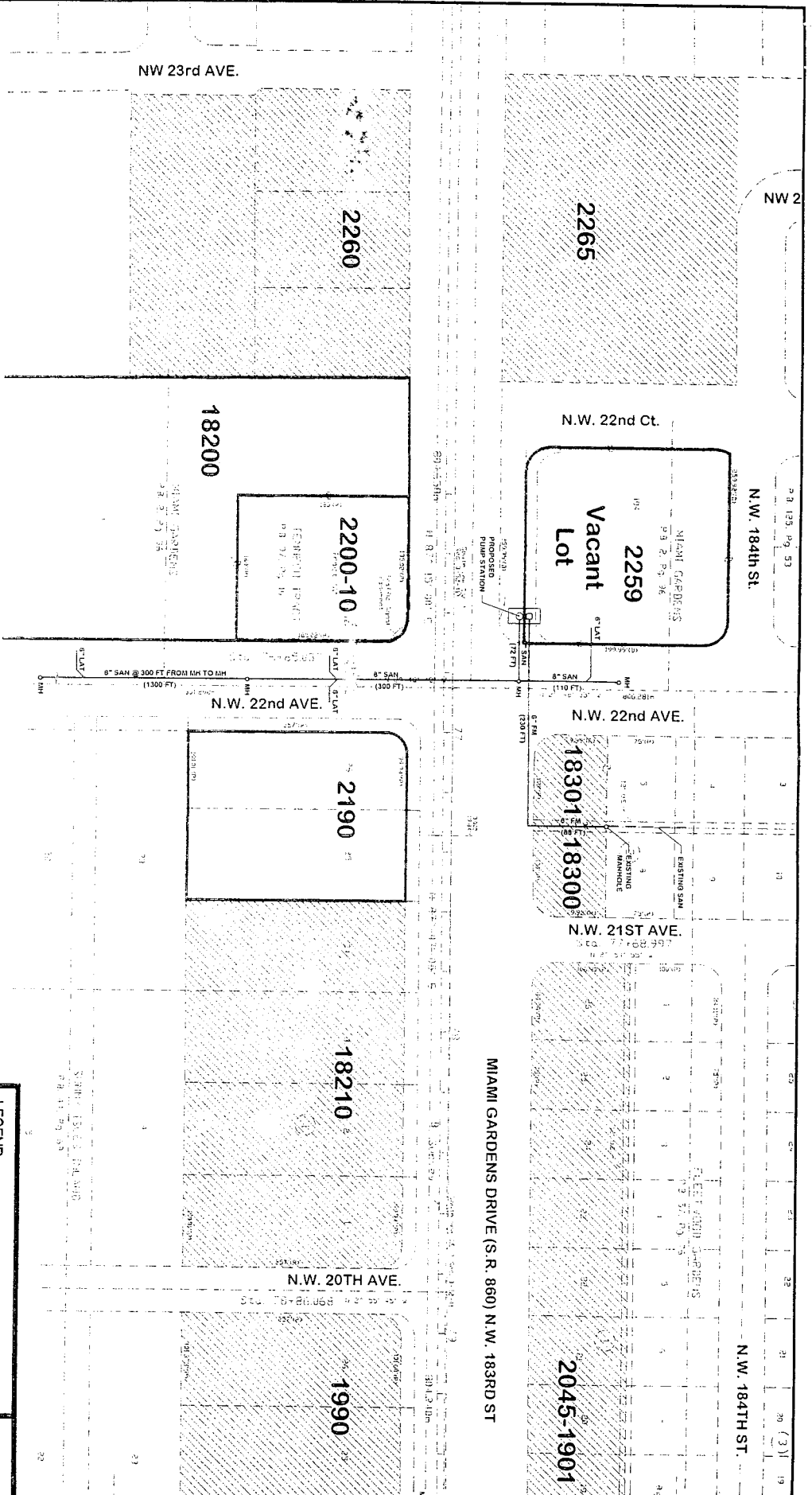
Property on Sptic System

Property Address

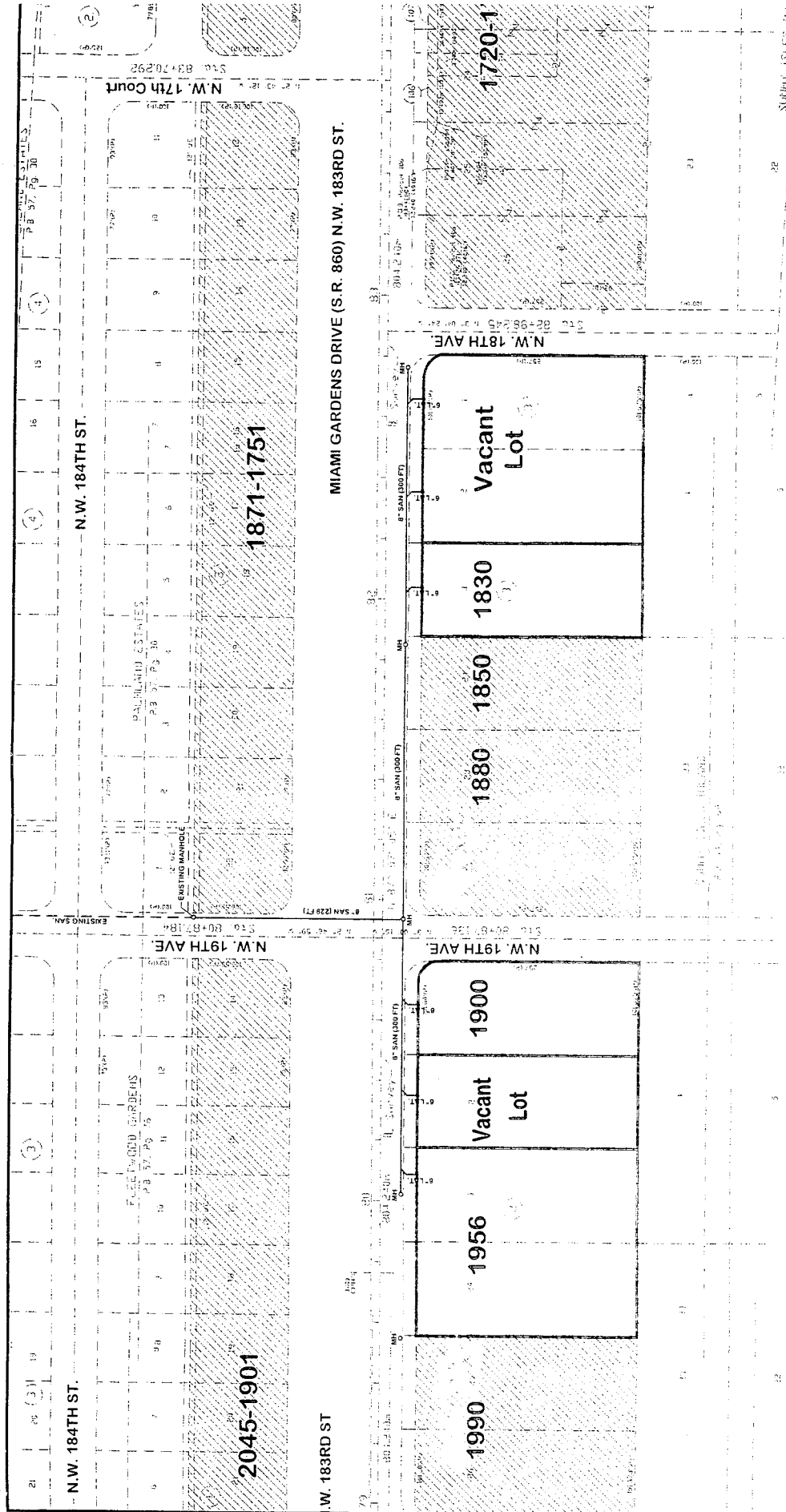
Exhibit A

Sht. No.

A-2



14



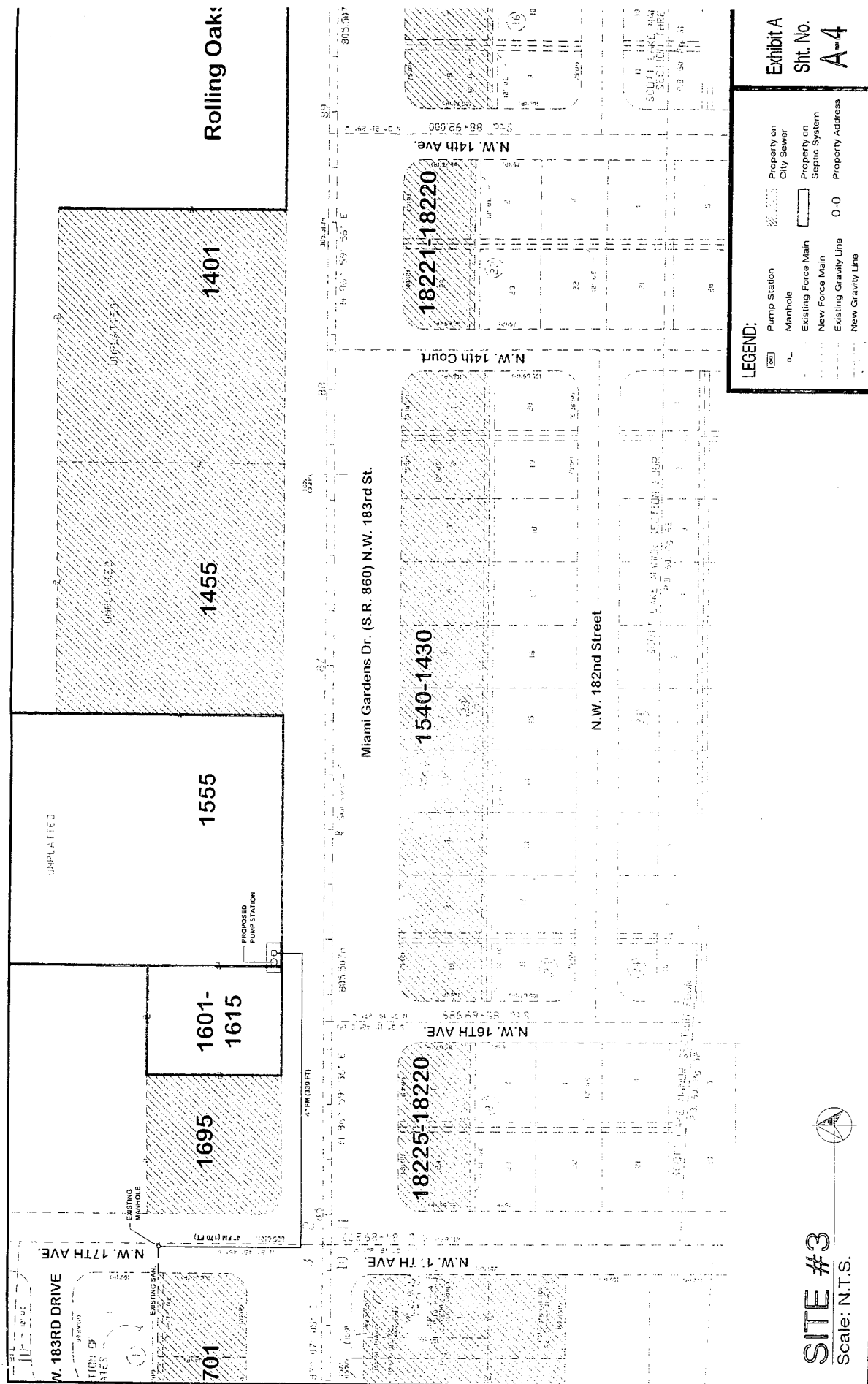
LEGEND:

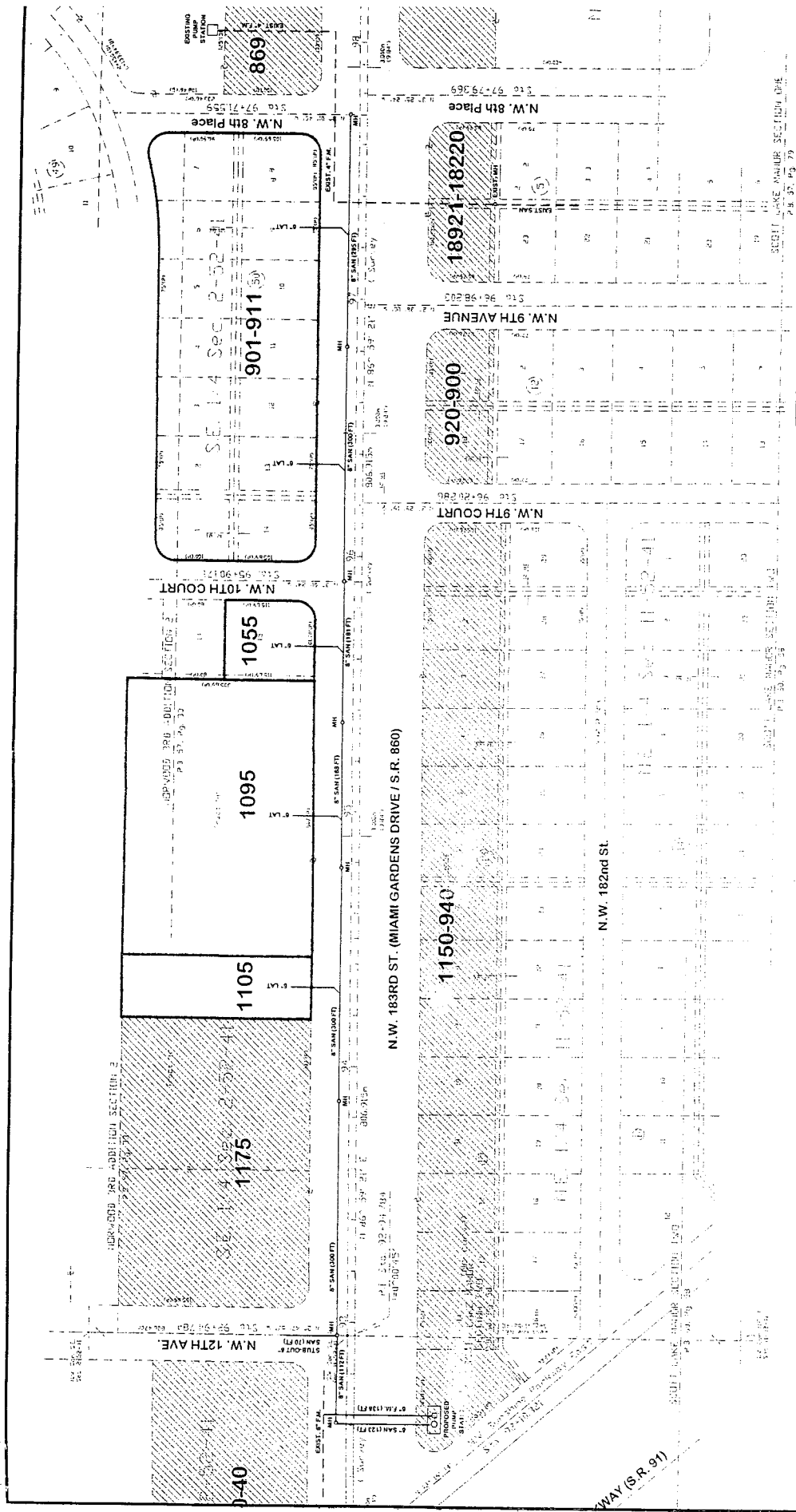
	Pump Station		Property on City Sewer
	Manhole		Property on Septic System
	Existing Force Main		New Force Main
	Existing Gravity Line		New Gravity Line
	Property Address		0-0

Exhibit A
Sht. No.
A-3

SITE #2
Scale: N.T.S.







LEGEND:

	Pump Station		Property on City Sewer
	Manhole		Property on Septic System
	Existing Force Main		New Force Main
	Existing Gravity Line		New Gravity Line

Exhibit A
Sht. No.
A-5

SITE #4
 Scale: N.T.S.

17